

THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **EXCEL ENVIRONMENTAL, INC.**, a Colorado corporation with its principal place of business located at 1852 Jasper Street, Unit E, Aurora, Colorado 80011 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated August 12, 2014, a First Amendatory Agreement dated May 13, 2015, and a Second Amendatory Agreement dated May 13, 2016 (collectively, the “Agreement”) to provide on-call asbestos, lead, and mold abatement services.

B. The Parties wish to amend the Agreement to extend the term and increase the maximum contract amount.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 6 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**6. TERM:**

The Agreement will commence on the date set forth in the City’s signature page and expire on August 11, 2019 (the “Term”). Subject to the Manager's prior written authorization, Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager.”

2. Section 7 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-paragraph (d) entitled “**Maximum Contract Amount**” is hereby deleted in its entirety and replaced with:

“**7.(d) COMPENSATION AND PAYMENT:**

Maximum Contract Amount: Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWO MILLION FOUR HUNDRED EIGHTY THOUSAND DOLLARS** (\$2,480,000) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond those specifically identified in Section 2 or 3 or set forth in any notice to

proceed arising out of the Agreement. Any other services performed are performed at Contractor's risk and without authorization under the Agreement."

3. As herein amended, the Agreement is affirmed and ratified in each and every particular.

4. This Third Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: ENVHL-201415696-03

Contractor Name: EXCEL ENVIRONMENTAL INC

By: 

Name: Carl B. Cox III
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: 

Name: Bart McTaggart
(please print)

Title: Vice President
(please print)

